

March 6, 2007

Commissioners met on this day with the following members present: John Richwine, Patricia Dillon and Paul Wilson. Also present were County Attorney Jim Wilson, County Auditor Kathy Stoops-Wright, Deputy Auditor Jane Lyons and Commissioners Office Manager Linda Smith.

**IN THE MATTER OF APPROVAL OF MINUTES**

Commissioners approved the minutes for February 6, 2007, February 20, 2007 and Board of Finance minutes of February 6, 2007 upon motions made by Patricia Dillon and seconded by Paul Wilson. Motion carried unanimously.

**IN THE MATTER OF CERTIFIED IT TECHNOLOGY @ WORK**

Darlene Likens, Treasurer, asked to have the request from Certified IT Technology @ Work reschedule to a later date.

**IN THE MATTER OF SNOW EMERGENCY DECLARATION**

Dick Brown, Emergency Management Director, presented to the Commissioners the following Madison County Snow Emergency Declaration:

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Motion was made by John Richwine and seconded by Pat Dillon to enter Declaration into the official minutes. Motion carried unanimously.

**IN THE MATTER OF HOMELAND SECURITY GRANT PROGRAM APPLICATION**

Chris Nodine, Madison County HAZMAT Team, reported to the Commissioners about a Regional HAZMAT exercise that they took part in, with Henry County and Delaware County. Dick Brown also presented an application for a Homeland Security Grant for reimbursement of expensed for that exercise. Total amount of application is not to exceed \$20,725.41.

**IN THE MATTER OF SEALED BIDS ON VETERANS FLAGS**

Commissioners received sealed bids for veteran flags from the following companies:

American Flag Source, IL - \$3,256.23  
New Hampshire Flag Center – no bid  
Kenneth Lee James Assoc - \$60.00/per & \$11.50/each  
CVS Wholesale Flags, Marion - \$3,379.36

Motion to accept the low bid from CVS Wholesale Flags made by Paul Wilson and seconded by Patricia Dillon. Motion carried unanimously.

**IN THE MATTER OF TRANSFER OF PROPERTY FROM CITY OF ELWOOD**

Commissioners received a Resolution No. 2007-03 from the City of Elwood approving the transfer of property to another governmental entity. The City of Elwood is transferring 2 vehicles to the Madison County Emergency Management Department. Motion was made by John Richwine and seconded by Paul Wilson to accept these vehicles as new County inventory. Motion carried unanimously.

**IN THE MATTER OF RESOLUTION NO 2007-BC-R-01, RESOLUTION FOR INTERGOVERNMENTAL TRANSFER OF TAX SALE CERTIFICATE**

Commissioners approved the following Resolution No. 2007-BC-R-01 upon motions made by Paul Wilson and seconded by John Richwine. Motion carried unanimously.

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION FOR INTERGOVERNMENTAL  
TRANSFER OF TAX SALE CERTIFICATE**

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WHEREAS, the Board of Commissioners of Madison County, Indiana, have received a Tax Sale Certificate for the following described real estate situated in Madison County, Indiana, to-wit:

Lot Numbered 12 in Douglas Shaw's Addition to the Town of Orestes, Indiana.

WHEREAS, the Town of Orestes has certified to the Commissioners that the Town has expended significant funds to remove and demolish an abandoned mobile home from said premises, the removal of debris from the property, fill in the septic tank with sand, and generally clean said vacant lot; and,

WHEREAS, the Town of Orestes has requested that the County transfer its interest in the above described real estate created by the failure of said property to sell in the B Sale held in October of 2006, which is evidenced by a Tax Sale Certificate now held by the County to partially reimburse the Town for its expenditures in rehabilitating the above described real estate; and,

WHEREAS, the County has the statutory authority to transfer its interest in real estate to other governmental units and the County believes it would be in the best interest of the County to transfer its Tax Sale Certificate to the Town of Orestes at this time.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Madison County, Indiana, as follows:

1. The Board of Commissioners has been determined that it is in the best interest of the County to transfer the County's Tax Sale Certificate No. 20062322 to the following described real estate situated in Madison County, Indiana, to-wit:

Lot Numbered 12 in Douglas Shaw's Addition to the Town of Orestes, Indiana.

to the Town of Orestes, Indiana, so that the Town may finish the rehabilitation of said property and hold the same in the best interest of its citizens.

2. That the County's Tax Sale Certificate for the above described real estate shall be transferred forthwith to the Town of Orestes, Indiana.

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DULY ADOPTED BY THE BOARD OF COMMISSIONERS OF MADISON  
COUNTY, INDIANA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2007.

MADISON COUNTY BOARD OF COMMISSIONERS

By:

\_\_\_\_\_  
John M. Richwine, President

ATTEST:

\_\_\_\_\_  
Kathy Stoops-Wright  
Madison County Auditor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Prepared by:

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**IN THE MATTER OF PROCLAMATION FOR SEVERE WEATHER  
PREPAREDNESS WEEK**

Commissioners declared the week of March 4, 2007 through March 10, 2007 to be Severe Weather Preparedness Week. There will be tornado warning tests done on March 7, 2007 between 10:30-11:00 AM and 7:00-7:30 PM. The Courthouse will conduct a tornado drill in the morning. Motion to approve made by Paul Wilson and seconded by John Richwine. Motion carried unanimously.

**PROCLAMATION**

**“SEVERE WEATHER PREPAREDNESS WEEK”  
March 4-10, 2007**

WHEREAS	The months of March through June present the highest risk for severe thunderstorms and tornadoes to strike Madison County; and
WHEREAS	Madison County is located within the nation’s “Tornado Belt”, becoming a prime target of devastating tornado outbreaks and other types of severe weather and;
WHEREAS	A statewide tornado warning exercise will be held on March 7, 2007 for the purpose of testing communications systems, equipment and procedures; and
WHEREAS	During this week, the Madison County Emergency Management Agency & Homeland Security is emphasizing its safety procedures involving tornado activity:
NOW, THEREFORE	We, the Board of County Commissioners of Madison County Indiana do hereby proclaim March 4-10 2007 as  “SEVERE WEATHER PREPAREDNESS WEEK”  in Madison County and encourage all citizens to become aware of tornado danger signs, and to learn how to safeguard the lives of their families, friends and citizenry in the event of severe weather activity in our area.

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**IN THE MATTER OF MOONSVILLE FARM AGREEMENT**

Commissioners entered into an Agreement with Jan Chaplin for the farming of County owned property in Moonsville. Said Agreement is the same as last years. Motion to approve made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

**FARM AGREEMENT**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of March, 2006, by and between the BOARD OF COMMISSIONERS OF MADISON COUNTY, INDIANA (“LESSOR”) and JAN CHAPLIN (“LESSEE”)

WITNESSETH:

Lessor, in consideration of the mutual covenants contained herein, agrees to lease to Lessee, for agricultural purposes only, the following described real estate in Madison County, State of Indiana, more particularly described as follows:

*The east half of the south west quarter of Section eleven (11), Township twenty (20) North, Range eight (8) East, except two acres more or less conveyed by Weams Heagy and wife to David Pence off of the north west corner of said tract, the head race of the saw mill being the line and also except three acres off of the south east corner of said tract, commencing at the south east corner of said eighty acre tract and running thence west forty-two rods, thence east forty two rods, thence north eleven and one half rods, thence east forty two rods, thence south eleven and one half rods to the place of beginning and being seventy-five acres more or less of lands in the description.*

*Also commencing forty-one rods south and twenty rods west of the northeast corner of the west half of the south west quarter of Section eleven, Township twenty North, Range eight East and running thence east twenty-two rods, thence south twenty-seven and three fourths rods, thence west thirty six rods, to the center of Kill Buck Creek, thence north with the meanderings thereof to the place of beginning and containing five acres, more or less.*

From April 1, 2006 through March 31, 2007 at the rental of Two Thousand Dollars (\$2,000.00), said amount being payable in advance.

Lessee agrees to use his best efforts to farm the above-described premises in a prudent, timely, thorough and business-like manner. Lessee further agrees that he shall not commit unnecessary waste or loss or damage on the property of Lessor and that Lessee shall comply with all pollution control and environmental protection requirements set forth by federal, state and local authorities.

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This agreement pertains to only agricultural land and shall not apply to the use of any building or structure on the demised premises and that in the event the Lessee wishes to use any improvements, buildings or structures on the demised premises, then the written approval of Lessee must be first obtained.

Lessor shall have the rights to enter in or upon the demised premises at reasonable hours for the purpose of inspection or Lessor may designate some person as agent for such purposes after informing Lessee of the identity of said person and that such privilege of inspection shall not be abused.

If Lessee shall be in default in respect to any of the covenants or to pay rent as set forth herein and if such default is not cured within thirty (30) days after written notice to Lessee is provided by Lessor, or if Lessee shall abandon or vacate the premises before the end of the term, then in any such event, Lessor shall have the right to institute legal action to have this contract forfeited and terminated and to recover from Lessee all or any of the following:

- a. possession of the premises.
- b. all of the sums secured by this contract shall become immediately due and payable.
- c. prejudgment interest, costs and attorney fees.

The Lessee may not sublease this property without written consent of Lessor and should the Lessor sell his full interest in the real estate this Lease shall be terminated at the end of the current crop year.

At the end of this term, Lessee shall peaceably vacate and surrender possession of the premises upon the termination of this lease or the termination of any extensions thereof, expressly waiving any notice, statutory or otherwise, for the vacation of the premises.

Lessee shall furnish Lessor with an insurance policy endorsement showing liability coverage for said real estate in the face amount of not less than Fifty Thousand Dollars (\$50,000.00) within thirty (30) days.



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Lessee shall be required to perform routine maintenance to fences and buildings, other than painting. Lessee shall further keep said premises in a clean, sightly and healthful condition.

Any notice to be given under this Lease shall be made to the Lessor at the Commissioners Office, 1<sup>st</sup> Floor, Madison County Government Center, 16 East 9<sup>th</sup> Street, Anderson, Indiana 46016, and to Lessee at 4680 East 1100 North, Alexandria, IN 46001.

Lessee agrees to pay all real estate taxes and assessments upon said real estate.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

**LESSOR**

Madison County Board of Commissioners

\_\_\_\_\_  
John M. Richwine, President

\_\_\_\_\_  
Patricia Dillon, Member

\_\_\_\_\_  
Paul F. Wilson, Member

**LESSEE**

\_\_\_\_\_  
Jan Chaplin

**ATTEST**

\_\_\_\_\_  
Kathy Stoops-Wright,  
Auditor

**IN THE MATTER OF SURETY BONDS**

Commissioners approved the following Surety Bonds upon motions made by Paul Wilson and seconded by John Richwine. Motion carried unanimously.

Comm. Office Manager, Linda Smith \$8,500  
Lafayette Twp Assessor, Martha Morgan \$8,500  
Union Twp Assessor, Linda Geiger \$8,500  
Monroe Twp Assessor, Annamarie Ryan \$8,500  
Pike Creek Twp Assessor, Wendy Kerr \$8,500

**IN THE MATTER OF CUMULATIVE BRIDGE FUND RATE PUBLIC HEARING**

Commissioners set March 20, 2007 at 10:00 a.m. for the Public Hearing to set the Cumulative Bridge Fund rate for 2007 payable 2008 tax year. Motion to approve made by Paul Wilson and seconded by John Richwine. Motion carried unanimously.

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**IN THE MATTER OF PETITION #483 AND PETITION #484**

Planning Commission Director, Michael Hershman presented Petition #483 and Petition #484 for approval which were tabled from the January 16, 2007 Commissioners meeting. Representatives from IMI were present and so were several concerned citizens. Michael Hershman read the findings of facts from the Planning Commission which was a no recommendation meaning they did not approve or deny the rezoning. Motion was made by Paul Wilson to the Board of Commissioners in reference to Petition 483 and 484 that the findings of facts presented by the Planning Director, be submitted and supported and that the request for a rezone from R2 to GI be denied, and that the current zoning be maintained in the areas as identified in the petitions. Motion was seconded by Patricia Dillon. Roll call vote was taken. 3 Yes 0 Nays. Motion carried unanimously.

There being no further business brought before the Board of Commissioners, the meeting was adjourned upon motions made by Paul Wilson and seconded by Patricia Dillon. Motion carried unanimously.

BOARD OF COMMISSIONERS

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